



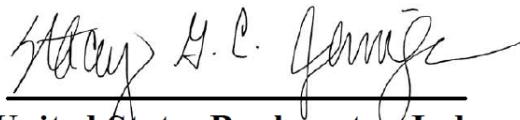
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed November 27, 2018


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

Acis Capital Management, L.P. and
Acis Capital Management GP, LLC,

Debtors.

§ Chapter 11
§ Case No. 18-30264 (SGJ)
§ Case No. 18-30265 (SGJ)
§ (Jointly Administered under
§ Case No. 18-30264)
§

**AGREED ORDER AND STIPULATION GRANTING EMERGENCY MOTION OF
UNIVERSAL-INVESTMENT-LUXEMBOURG S.A. AND BAYVK R2 LUX S.A., SICAV-
FIS FOR RELIEF FROM STAY**

Universal-Investment-Luxembourg S.A. (“Universal”), BayVK R2 Lux S.A., SICAV-FIS (the “Fund”, and together with Universal, the “Fund Parties”), and Robin Phelan, as Chapter 11 Trustee (the “Trustee”) to the above-captioned debtors (the “Debtors”), having reached a resolution regarding the Emergency Motion [Dkt. No. 486] (the “Stay Motion”)¹ of the Fund Parties seeking relief from automatic stay pursuant to 11 U.S.C. § 362 authorizing Universal to

¹ Capitalized terms not otherwise defined herein shall carry the meaning ascribed to such terms in the Stay Motion.

terminate that certain Agreement for the Outsourcing of the Asset Management of BayVK R2Lux S.A., SICAV-FIS (the “Agreement”) between Universal and Acis Capital Management, L.P. (“Acis L.P.”), hereby agree to this agreed order and stipulation (“Stipulated Order”) resolving the Motion; and the Court, having been sufficiently advised;

IT IS HEREBY AGREED, ORDERED, STIPULATED AND ADJUDGED AS FOLLOWS:

1. The Stay Motion is GRANTED as provided herein.
2. Before termination of the Agreement (the “Termination Date”), Universal shall pay, or cause to be paid, to Acis L.P. € 2,554,052 (the “Invoice Amount”) without offset or reduction, which amount constitutes all amounts owed and outstanding by Universal with respect to the Agreement up to and including November 6, 2018 (the “Invoice Date”).
3. Upon payment of the Invoice Amount, the automatic stay established by 11 U.S.C. § 362 is lifted to allow Universal, if it so decides, to terminate the Agreement solely pursuant to Section 9.1(i) of the Agreement.
4. If the Agreement is terminated, the Trustee shall promptly provide an invoice for all management fees accrued and owed to Acis L.P. from the Invoice Date through the date the Agreement is terminated in accordance with the fee schedule attached to the Agreement (the “Stub Amount”), which Stub Amount shall be payable to Acis L.P. within 30 days of its receipt by Universal. Any dispute related to the amount of the Stub Amount shall, unless otherwise resolved by the Trustee and Universal, be resolved by the Court.
5. If the Agreement is terminated, the parties shall comply with the terms of the Agreement regarding cooperation and transition of asset management services.

6. This Stipulated Order is immediately effective and not stayed pursuant to Rule 4001(a)(3) and the Federal Rules of Bankruptcy Procedure.
7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulated Order.

End of Order # #

Stipulated and Agreed to

DLA PIPER LLP (US)

/s/ Andrew Zollinger

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